

CHINA



MAIL.

Established February, 1845.

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

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號六月十年九十七百八千一第

HONGKONG, MONDAY, OCTOBER 6, 1879.

日一十月八年卯己

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 8, Clement's Lane.
Lombard Street, GEORGE STREET &
Co., 30, Cornhill, GORDON & GOTOR,
Ludgate Circus, E. C. BATES, HENDY
& Co., 4, Old Jewry, E. C. SAMUEL
DRAGON & Co., 150 & 154, Leadenhall
Street.

PARIS AND EUROPE.—LEON DE ROSNY,
19, Rue Monsieur, Paris.

NEW YORK.—ANDREW WIND, 133, Nassau
Street.

**AUSTRALIA, TASMANIA, AND NEW
ZEALAND.**—GORDON & GOTOR, Mel-
bourne and Sydney.

SAN FRANCISCO and American Ports
generally.—BRAM & BLACK, San Fran-
cisco.

SINGAPORE AND STRAITS.—SAYLE &
Co., Square, Singapore. C. HEINSEN
& Co., Manila.

CHINA.—Messrs A. A. DE MELLO
& Co., Swatow, CAMERON & Co.,
Amoy, WILSON, NICHOLLS & Co.,
Fuchow, HEDGES & Co., Shanghai.
LAMB, CRAWFORD & Co., and KELLY
& WALSH, Yokohama, LANE, CRAW-
FORD & Co.

BANKS.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL,.....\$5,000,000 Dollars.
RESERVE FUND,.....\$1,400,000 Dollars.

COURT OF DIRECTORS.

Chairman.—W. H. FORBES, Esq.
Deputy Chairman.—Hon. W. KESWICK.
E. R. BELLIER, Esq., WILHELM REINER,
H. L. DALRYMPLE, Esq., F. D. SARSON, Esq.,
H. HOPKINS, Esq., W. S. YOUNG, Esq.,
A. McIVER, Esq.

CHIEF MANAGER.

Hongkong,.....THOMAS JACKSON, Esq.
MANAGER.
Shanghai,.....EVEN CAMERON, Esq.
LONDON BANKERS.—London and County
Bank.

HONGKONG.

INTEREST ALLOWED.

ON Current Deposit Account at the rate
of 2 per cent. per annum on the daily
balance.

For Fixed Deposits:—

For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. " "
" 12 " 5 per cent. " "

LOCAL BILLS—DISCOUNTED.

Credits granted on approved Securities,
and every description of Banking and
Exchange business transacted.

Drafts, granted on London, and the
chief Commercial places in Europe, India,
Australia, America, China and Japan.

T. JACKSON,
Chief Manager.

Offices of the Corporation,
No. 1, Queen's Road East.
Hongkong, August 16, 1879.

NOTICE.

ORIENTAL BANK CORPORATION.

THE AGENCY of this BANK at Foo-
chow will be CLOSED and WITH-
DRAWN from 1st July next.
CURRENT DEPOSIT ACCOUNTS and FIXED
DEPOSIT RECEIPTS will be PAID there AT
ONCE with Interest to Date, or trans-
ferred to this Branch at the Exchange of
the Day at the option of Constituents.

GEO. O. SCOTT,
p. Manager.

Oriental Bank Corporation,
Hongkong, May 23, 1879.

COMPTOIR D'ESCOMPTE DE PARIS.

(Incorporated 7th & 18th March, 1848.)

RECOGNISED by the INTERNATIONAL
CONVENTION OF 30th APRIL, 1862.

CAPITAL FULLY PAID-UP,.....£2,200,000.
RESERVE FUND,.....£200,000.

HEAD OFFICE.—14, RUE BERGEE,
PARIS.

AGENCIES and BRANCHES at:

LONDON, BOULON, SAN FRANCISCO,
MARSEILLE, BOMBAY, HONGKONG,
LYONS, CALCUTTA, HANKOW,
NANTES, SHANGHAI, FOCHOW.

LONDON BANKERS:

THE BANK OF ENGLAND.
THE UNION BANK OF LONDON.

The Hongkong Agency receives Fixed
Deposits on Terms to be ascertained on
application, grants Drafts and Credits on
all parts of the World, and transacts every
description of Banking Exchange Business.

E. G. VOUILLEMONT,
Manager, Shanghai.

Hongkong, May 30, 1879.

Bank.

ORIENTAL BANK CORPORATION.

(Incorporated by Royal Charter.)

PAID-UP CAPITAL,.....£1,500,000.

RATES OF INTEREST ALLOWED ON DE- POSITS.

At 3 months' notice 3 1/2 per Annum.
" 6 " " 4 " "
" 12 " " 5 " "
Current Accounts kept on Terms which
may be learnt on application.

GEO. O. SCOTT,
Acting Manager.

Oriental Bank Corporation,
Hongkong, September 4, 1879.

CHARTERED MERCANTILE BANK OF INDIA, LONDON & CHINA.

(Incorporated by Royal Charter.)

THE following Rates of Interest are
allowed on FIXED DEPOSITS:—

For 12 months, 5 per cent. per annum.
" 6 " 4 per cent. " "
" 3 " 2 per cent. " "
H. H. NELSON,
Manager.

Hongkong, May 31, 1879.

CHARTERED BANK OF INDIA, AUS- TRALIA, AND CHINA.

CAPITAL,.....£800,000.
RESERVE FUND,.....£150,000.

Bankers.

THE BANK OF ENGLAND.
THE CITY BANK.

THE
NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in HONGKONG
grants Drafts on London and the
Chief Commercial places in Europe and the
East; buys and receives for collection Bills
of Exchange, and conducts all kinds of
Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DE-
POSITS.

On CURRENT ACCOUNTS, 2 per cent. per
annum on the daily balance.

On FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. " "
" 12 " 5 per cent. " "

Entertainment.

NOTICE.

JOHN JACK'S CELEBRATED COMPANY.

Will arrive by S.S. *Orestes* on or about
8th October.

Manager.....Mr JOHN JACK.
Business Manager.....Mr GEO. NORVILLE.

FOR A FEW NIGHTS ONLY JOHN JACK'S DRAMATIC COMPANY.

First appearance of the beautiful and won-
derfully versatile Actress and Vocalist
MISS ANNIE FIRMIN

and the Popular Comedian
MR JOHN JACK.

Who have been honoured with Distinguished
and Crowded Houses in America New
Zealand, the Australian Colonies, and
throughout India, supported by the follow-
ing Artists from the PRINCIPAL LONDON
THEATRES:—

MISS EMILY BLAIN, MR G. CROFTON,
MRS NORVILLE, MR H. BROOKES,
LITTLE MISS MAY, MR GEO. NORVILLE,
MISS MINNIE NORDT, AND
(Solo Pianiste) MR FRANK STUART.

Who will appear in their most perfect and
complete representation of
BYRON'S WORLD RENOWNED COMEDY,
in Three Acts, entitled

OUR BOYS.

Hongkong, September 29, 1879.

Notices of Firms.

NOTICE.

THE Undersigned has established him-
self at the Premises formerly occupied
by LAMBERT, ATKINSON & Co., Peddar's
Wharf, as

AUCTIONEER, APPRAISER AND COMMISSION AGENT.

All GOODS entrusted for SALE will be
fully covered by FIRE INSURANCE.

G. R. LAMBERT.

Hongkong, July 1, 1879

NOTICE.

THE INTEREST and RESPONSIBILITY of
Mr C. BRAUN in our Firm, CRANKED
on the 23rd September A.C.

Mr C. STIEBEL is authorized to Sign
our Firm.

REISS & Co.,
Hongkong, Shanghai, Yokohama.

Hongkong, October 3, 1879.

For Sale.

FOR SALE,

EX RECENT ARRIVALS.

DEVOE'S NONPAREIL KEROSINE OIL (Certified 150° Fire Test).
The New Students' READING LAMPS for Nonpareil Kerosine, (are per-
fectly Safe and give a Light equal to, but more mellow than Gas).

AMERICAN FLOOR OIL-CLOTH in New Patterns.
LIGNUM, the New Floor-Cloth for Halls and surrounding Billiard Tables.
Royal IRISH CONSTABULARY REVOLVERS.
Colt's POCKET DERRINGER PISTOLS.
AMERICAN DINING-ROOM CHAIRS.
PERAMBULATORS. RIDING and DRIVING WHIPS.

BRIDLES. GARDENING TOOLS.
HORSE CLIPPERS. CUMSHAW TEA.
TODDY KETTLES. RUG STRAPS.
LAWN TENNIS SETS. PAINT BOXES.
PENKNIVES. RAZORS. SCISSORS.

SPONGES. PLAYING CARDS. PERFUMERY.
CHUBB'S CASH BOXES. NEW MEER-CHAUMS.
Well-Seasoned MANILA CIGARS and CHEROOTS.
UNDERSHIRTS and ASSORTED HOSIERY.
VEGETABLE, FLOWER and LAWN GRASS SEEDS.

New SCARFS, TIES, BRACES, &c.
WALKING STICKS and UMBRELLAS.
GOLDEN GATE BAKER'S EXTRA FLOUR.
Fresh HAMS and CHEESE. New HATS.
COB DOOR MATS.

LANE, CRAWFORD & Co.

Hongkong, October 1, 1879.

ROSE AND COMPANY,

31 & 33, QUEEN'S ROAD,

HAVE Received per FRENCH and ENGLISH MAILS, GLENLEARN, &c., &c., Their
New GOODS for the SEASON, comprising:—

BLACK SILKS. COLORED SILKS.
BLACK SATINS. COLORED SATINS.
BLACK CASHMERE. BLACK ALPACAS.
Colored FRENCH MERINOS in all the New Shades.
The New ATTACHE CLOTH, &c., &c.

The New CRETONNES. Toilet COVERS.
Toilet QUILTS, Turkish TOWELS, &c., &c.
The New "BRILLIANT" LADIES' HOSE in PINES, SKYS, NAVYS, and CARDINALS
and in all Sizes.

CHILDREN'S SOCKS in great variety.
PARIS KID GLOVES in 2, 4 and 6 Buttons.
Black and Colored SILK GLOVES in 2 and 4 Buttons.

Piece VELVETS, in Black and all new Colors.
New Millinery SILKS, LACES, RIBBONS, FEATHERS, &c., &c.
The Latest Novelties in LISSE and MUSLIN PLATTINGS.

Gentlemen's New Designs in COLLARS and CUFFS.
SHIRTS with and without Collars attached.
UNDER-VESTS and PANTS.

All the new Styles in TIES, SCARVES, &c., &c.
Gentlemen's Russian Gait and Kid GLOVES.
Silk SOCKS. Cotton, Marino and Cashmere
SOCKS in the Latest Designs.
SOAPS and PERFUMERY.

Black FELT HATS.
Ladies' and Gentlemen's UMBRELLAS, in all the Latest Novelties.
Children's BOOTS and SHOES, in Great Variety.
The New FRINGES as new work.

BRAIDS and TRIMMINGS of every Description.
MILLINERY and DRESS-MAKING.

NOTE the ADDRESS—ROSE AND COMPANY,
31 & 33, QUEEN'S ROAD.
(Formerly next Door to the HONGKONG HOTEL).

Hongkong, October 4, 1879.

Intimations.

HONGKONG RACE FUND.

THE Annual General MEETING of
SUBSCRIBERS to the above FUND
will be Held at the CLUB HOUSE, on
TUESDAY, the Seventh of October, 1879,
at 4 o'clock p.m.

A. COXON,
For the Clerk of the Course.

Hongkong, September 30, 1879.

LOST or MISLAID.

A OHIT BOOK belonging to the Under-
signed. It bears the Name and Ad-
dress on its first page, and contains entries
dating from 1874. Kindly return it to
H. M. BLANCHARD.

Hongkong, October 2, 1879.

COSMOPOLITAN DOCKS.

W. B. SPRATT & Co. have lately
added an Extensive MACHINE
SHOP and other APPLIANCES to the former
Advantages of these Docks.

The DIMENSIONS of the Dock are:—450
Feet, on the Blocks; 92 Feet Wide; Or-
dinary Tides, 21 Ft.; Spring Tides, 24 Ft.

Office, 20, PRAYA CENTRAL, HONGKONG.

Hongkong, October 4, 1879.

HONGKONG WHARF & GODOWNS.

GOODS RECEIVED on STORAGE at
Moderate Rates, in FIRST-CLASS
GODOWNS, under European supervision;
and VESSELS Discharged alongside the
Wharf, on favorable Terms, with quick
despatch. Also entire GODOWNS to be let.

MEYER & Co.

Hongkong, October 1, 1879.

WANTED.

ENGAGEMENT by a GENTLEMAN
accustomed to MIXED BUSINESS, pos-
sessing a thorough knowledge of Drug
Trade, Liquors, Oilman Stores, Heavy
Goods, &c.—4 years experience in the
East. Good reference:—Age 26.

Address—JOHN T. NEWTON, Medical
Hall, Colombo.

September 30, 1879.

For Sale.

FOR SALE.

THEOPHILE ROEDERER & Co's
CHAMPAGNE,
awarded the
GOLD MEDAL at THE PARIS EXHIBITION.

DRY VERZENAY MOUSSEUX:
Quarts,.....\$17 per Case of 1 doz.
Pints,.....\$18 " of 2 doz.

MEYER & Co., Agents.

Hongkong, August 21, 1879.

FOR SALE.

JULES MUMM & Co's CHAMPAGNE,
in Quarts and Pints.

GIBB, LIVINGSTON & Co.

Hongkong, May 26, 1879.

Shipping.

Steamers.

CASTLE LINE OF STEAMERS.

FOR SHANGHAI.

The Steamship
"BRAEMAR CASTLE,"
THOMSON, Commander, ex-
pected here on or about the
11th Instant, will have immediate despatch
for the above Port.

For Freight or Passage, apply to
ADAMSON, BELL & Co.,
Agents.

Hongkong, October 4, 1879.

FOR YOKOHAMA AND HIOGO.

The Steamship
"LORU OF THE ISLES,"
shortly expected, will have
quick despatch for the above
Ports.

For Freight or Passage, apply to
GIBB, LIVINGSTON & Co.,
Agents.

Hongkong, October 4, 1879.

Shipping.

Steamers.

FOR AMOY, TAMSUI & TAIWANFOO.

The Steamship
"ALBANY,"
Capt. F. ASHTON, will be de-
spatched for the above Ports
on TUESDAY, the 7th Inst., at 2 p.m.

For Freight or Passage, apply to
DOUGLAS LAPIERRE & Co.

Hongkong, October 2, 1879.

SHIRE LINE OF STEAMERS.

FOR YOKOHAMA AND HIOGO.

The Steamship
"RADNORSHIRE,"
expected here on or about
the 10th Instant, will have
immediate despatch for the above Ports.

For Freight or Passage, apply to
ADAMSON, BELL & Co.,
Agents.

Hongkong, October 4, 1879.

FOR HIOHWA AND PAKHOL.

The Steamship
"HAIANAN,"
Capt. CONNER, shortly due,
will have immediate despatch
for the above Ports.

For Freight or Passage, apply to
RUSSELL & Co.

Hongkong, October 4, 1879.

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI VIA AMOY.

(Taking Cargo and Passengers at through
rates for HANKOW and Ports on
the YANGTZE.)

The Company's Steamship
"ORIENTES,"
Captain J. K. WESTER, will be
despatched on or about
the 9th Instant.

For Freight or Passage, apply to
BUTTERFIELD & SWIRE,
Agents.

Hongkong, October 1, 1879.

FOR PORT DARWIN, COOKTOWN,
SYDNEY AND MELBOURNE.

The Eastern and Australian
Mail Steam Co's Steamer
"MENMUIK,"
will be despatched as above
on THURSDAY, the 9th October, at Noon.

For Freight or Passage, apply to
GIBB, LIVINGSTON & Co.,
Agents.

Hongkong, September 16, 1879.

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

The Company's Steamship
"JAX,"
Captain R. F. SCALE, will be
despatched on or about
the 13th Proximo.

For Freight or Passage, apply to
BUTTERFIELD & SWIRE,
Agents.

Hongkong, September 20, 1879.

OCCIDENTAL & ORIENTAL S. S.
COMPANY.

NOTICE.

The Steamship
"OCEANIC,"
Captain J. METCALFE, will be
despatched hence for
LONDON via SUEZ CANAL on or about
October 20th, 1879.

FIRST-CLASS FARES to LONDON, \$300.
For Freight or Passage, apply to the
AGENCY of the Company, No. 37, Queen's
Road Central.

H. M. BLANCHARD,
Acting Agent.

Hongkong, August 22, 1879.

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

The Company's Steamship
"DEVALION,"
Capt. R. J. SNOW, will be
despatched on or about the
23rd Instant.

For Freight or Passage, apply to
BUTTERFIELD & SWIRE,
Agents.

Hongkong, October 1, 1879.

AUSTRALASIAN STEAM NAVA-
TION COMPANY.

FOR PORT DARWIN, COOKTOWN,
SYDNEY & MELBOURNE.

Taking Cargo and Passengers at through
rates for all Australasian and New
Zealand Ports.

TASMANIA, NEW CALEDONIA & FIJI.

The Company's Steamer
"OCEAN,"
H. WEBBER, Commander, will be
despatched as above
on or about the 25th Instant.

For Freight or Passage, apply to
GEO. B. STEVENS & Co.

Hongkong, October 1, 1879.

Shipping.

Sailing Vessels.

FOR NEW YORK.

The A 1 British Bark
"GLAMORGANSHIRE,"
ANGELL, Master, will load
here for the above Port, and
will have quick despatch.

For Freight, apply to
VOGEL & Co.

Hongkong, September 25, 1879.

FOR HAMBURG.

NOTICES TO CONSIGNEES.

FROM CALCUTTA, PENANG AND SINGAPORE.

THE S. S. *Moray* having arrived from the above Ports, Consignees of Cargo are hereby requested to send in their Bills of Lading to the Undersigned for countersignature, and to take immediate delivery of their Goods.

Cargo impeding her discharge will be at once landed and stored at Consignees' risk and expense.

JARDINE, MATHESON & Co.

Hongkong, October 3, 1879. oc10

FROM CALCUTTA, PENANG AND SINGAPORE.

THE S. S. *Arcton*, Capt. A. B. MACTAVISH, having arrived from the above Ports, Consignees of Cargo by her are requested to send in their Bills of Lading to the Undersigned for countersignature, and to take immediate delivery of their Goods.

Cargo impeding her discharge will be at once landed and stored at Consignees' risk and expense.

D. SASSOON, SONS & Co., Agents.

Hongkong, October 2, 1879. oc9

COMPAGNIE DES MESSAGERIES MARITIMES.

S. S. YANGTSE.

NOTICE.

CONSIGNEES of Cargo per S. S. *Indus*, from London, in connection with the above Steamer, are hereby informed that their Goods are being landed and stored at their risk at the Company's Wharves, whence delivery may be obtained immediately after landing.

Optional Cargo will be forwarded on, unless intimation is received from the Consignees, before To-morrow, the 1st Oct., at 10 a.m., requesting it to be landed here.

Bills of Lading will be countersigned by the Undersigned.

Goods remaining unclaimed after TUESDAY, the 7th October, at Noon, will be subject to rent and landing charges.

No Fire Insurance has been effected.

G. DE CHAMPEAUX, Agent.

Hongkong, September 30, 1879. oc7

To-day's Advertisements.

FOR MANILA (DIRECT).

The Spanish Steamer "GRAVINA."

Captain KOLYVAKIA, will be despatched for the above Port on WEDNESDAY, the 8th Inst., at 5 p.m.

For Freight or Passage, apply to

REMEDIOS & Co.

Hongkong, October 6, 1879. oc8

FOR SHANGHAI, WLADIWOSTOCK AND NICOLAJEFFSK.

The Russian Steamship *GRAND DUC CONSTANTIN*, Capt. REBIKOFF, will have immediate despatch for the above Ports.

For Freight or Passage, apply to

SIEMSEN & Co., Agents.

Hongkong, October 6, 1879.



TREASURY BILLS.

TENDERS of SPECIE, Mexican Dollars current in this Colony, weighing 7.17, in exchange for BILLS, drawn at 10 days' sight, on the Lords Commissioners of Her Majesty's Treasury, will be RECEIVED by the Treasurer, until 12 Noon, WEDNESDAY, the 8th Instant.

The Tenders to state the Total Amount required, and the Amount for which each Bill should be drawn; but no Bills will be issued for sums below £1,000.

The Tenders to be in duplicate, in Sealed Covers, addressed to "The Treasurer," and endorsed "Tenders for Treasury Bills."

The right to accept, or reject, any or all the Tenders is reserved.

J. MUSKETT, Captain, Treasurer.

Treasury Office, Commissariat Buildings, Queen's Road.

Hongkong, 6th Oct., 1879. oc8

VICTORIA RECREATION CLUB.

AQUATIC SPORTS.

MEMBERS are reminded that the above Sports take place on TUESDAY, and WEDNESDAY Next, October 7th and 8th.

Competition will commence at 4 p.m. on Each Day.

L. B. FRIEND,

Lieut. R. E., Hon. Secretary.

Hongkong, October 6, 1879. oc8

NOTICE.

OFFICE OF THE SHANGHAI STEAM NAVIGATION COMPANY, IN LIQUIDATION.

A TENTH RETURN of CAPITAL at the Rate of TWO TAELS per SHARE, will be made to Shareholders of Record on 13th October, Payable at the Office of the Liquidators, on MONDAY, 20th October.

Warrants will then be delivered by the Undersigned to Shareholders, or their lawful representatives, on presentation of Share Certificates for Endorsement.

The Transfer BOOKS of the Company will be CLOSED from the 13th to the 20th July, inclusive.

By Order, RUSSELL & Co., Liquidators.

Shanghai, October 1, 1879. oc6

To-day's Advertisements.

TENDERS for the REPAIRS of the German Bark *GUSTAV*, Captain RABEN, will be Received at the Office of the Undersigned till TO-MORROW (TUESDAY), the 7th Instant, at 10 a.m.

For Particulars, apply on Board, or to SIEMSEN & Co., Agents.

Hongkong, October 6, 1879. oc7

NOTICE.

THE INTEREST and RESPONSIBILITY of Mr. JOHN FAIRBAIRN in our Firm here and in Yokohama, CEASED on the 31st March, 1879.

LANE, CRAWFORD & Co.

Hongkong, October 6, 1879. oc6

TO LET.

A Large and very Commodious OFFICE, FIRST FLOOR, connected with PRIVATE ROOMS.

Apply to

SANDER & Co.,

Queen's Road Central.

Hongkong, October 6, 1879. oc1

NOTICE TO CONSIGNEES.

RUSSIAN STEAMSHIP *GRAND DUC CONSTANTIN*, Captain REBIKOFF,

FROM HAMBURG AND PORTS OF CALL.

CONSIGNEES of Cargo by the above-named Steamer are requested to send in their Bills of Lading to the Undersigned for countersignature, and to take immediate delivery of their Goods.

Cargo impeding the discharge of the Steamer will be landed and stored at Consignees' risk and expense.

All Claims must be sent in to the Undersigned before THURSDAY, the 9th Instant, or they will not be recognised.

Optional Cargo will be forwarded unless notice to the contrary be given before 2 p.m. To-day, the 6th Instant.

A general average Bond has to be signed before delivery can be obtained.

SIEMSEN & Co., Agents.

Hongkong, October 6, 1879. oc13

FOR SALE.

A Portable 6-Horse Power VERTICAL STEAM ENGINE and BOILER, fitted with FEED PUMP and GOVERNORS, &c., Complete; in all its parts almost new.

A Powerful FIRE ENGINE, by Messrs HUNNAMAN & Co., Boston, with 40 Feet SUCTION and 100 Feet DELIVERY HOSE, Brass Discharge PIPE, NOZZLES, WRENCHES, ROBE SPINNERS, FIRE BUCKETS and BELLS, &c., Complete and Ready for use. This ENGINE will throw a 2" or 3" Stream of Water about 180 Feet.

A Set of WELL-BORING TOOLS, comprising:—

- 1 V-Pointed ROCK DRILL
- 1 Flat Chisel-Shaped ROCK DRILL
- 1 WORM AUGER
- 1 SHELL ANGER, &c.

8 6-foot Lengths of 1" Square, WELL-BORING ROD, with Extra Stout MALE and FEMALE SCREWED JOINTS in Sult.

1 TILLER for Working Rods.

A. MILLAR & Co.,

Plumbers, &c.,

Queen's Road East.

Hongkong, October 6, 1879.

SHIPPING.

ARRIVALS.

Oct. 4, *Christian*, German schooner, 250, C. Kossov, Shanghai Sept. 28, Beans—WILKIN & Co.

Oct. 5, *Namoa*, British steamer, 862, Westoby, Focchoe Oct. 1, Amoy 2, and Swatow 4, General.—DOUGLAS LAFFRAK & Co.

Oct. 5, *Grand Duc Constantin*, Russian steamer, 461, N. Kebik, F. Hamburg, and Singapore Sept. 27, General.—SIEMSEN & Co.

Oct. 6, *Kiangchow*, British steamer, 156, A. N. Love, Huihow Oct. 4, General.—KWOK ACHONG.

Oct. 6, *Gravina*, Spanish steamer, 397, M. A. Echevarria, Manila Oct. 3, 6 p.m., General.—REMEDIOS & Co.

Oct. 6, *China*, German steamer, 648, J. Ackermann, Shanghai Oct. 3, General.—SIEMSEN & Co.

Oct. 6, *Belle of Oregon*, American barque, 1168, J. Merriman, Cardiff June 16, Coal.—CAPTAIN.

Oct. 6, *Hopewell*, British barque, 578, Longlois, Chefoo Sept. 24, General.—ORDER.

Oct. 6, *Harrington*, British barque, 672, Allan Porter, Antwerp June 5, General.—ARNHOLD, KARBBERG & Co.

Oct. 6, *Pernambuco*, British steamer, 643, Hyde, Saigon Oct. 1, General.—MELCHERS & Co.

DEPARTURES.

Oct. 5, *Kwangtung*, for Coast Ports.

5, *Ancona*, for Shanghai.

5, *Ningpo*, for Shanghai.

5, *Bua Pan*, for Bangkok.

5, *Atalanta*, for Canton.

6, *Lota*, for Whampoa.

6, *Conquest*, for Huihow.

6, *Agnes Muir*, for Hamburg.

CLEARED.

Edward Barron, for Hamburg.

Patterson, for Singapore, &c.

Werra, for Manila.

Jacobine, for Chefoo.

Yotting, for Swatow.

PASSENGERS.

ARRIVED.

Per *Namoa*, from Coast Ports, Messrs Hulse and M. Baptista, 1 European, and 180 Chinese.

Per *Gravina*, from Manila, Messrs Emilio Joseph, and C. Bruno.

Per *Kiangchow*, from Huihow, 80 Chinese.

Per *China*, from Shanghai, 20 Chinese.

DEPARTED.

Per *Kwangtung*, for Swatow, Messrs H. Dickie, A. Gillanders, J. B. Allott, R. Craig, and E. Vetter.

Per *Ancona*, for Shanghai, from Hongkong, Mrs. Bradley Smith, Mrs. Drummond, and Mr. P. A. Solomon; from Bombay, Mr. Isaac Joseph; from Singapore, Mr. Lee Keng Keat and servant.

Per *Ningpo*, for Shanghai, Hon. J. J. Francis.

Per *Yotting*, for Swatow, 237 Chinese.

SHIPPING REPORTS.

The British steamer *Kiangchow* reports: A strong monsoon with considerable sea throughout.

The Spanish steamer *Gravina* reports: S. S. *Diamante* in quarantine at Manila.

The German steamer *China* reports: Left Shanghai on the 3rd Oct. at 1 p.m., arrived in Hongkong on the 6th at 1 p.m., had fine weather and fresh N.E. winds all the passage.

The British steamer *Namoa* reports: Left Focchoe Oct. 1st, Amoy 2nd, and Swatow 4th. Fresh N.E. winds and fine weather throughout. Passed a M. M. steamer steering N.E. between Amoy and Swatow at 9.30 p.m. on the 2nd. Passed a P. and O. steamer steering N.E. off Cheung Point at 2 a.m. on the 5th inst. In Focchoe: H.M.S. *Lapwing*, S. S. *Europe*, and *El Dorado*. In Amoy: H.M.S. *Mosquito*, H.L.M.R.C. *Ling Feng*, S. S. *Cheong Hock Kian*, and *Crusader*. In Swatow: H.L.M.R.C. *Fei-hoo* and *Sun-kee*, and S. S. *Newchwang*.

The British barque *Hopewell* reports: Left Chefoo Sept. 24th with light northerly winds, on 26th to 29th strong southerly winds, since moderate N.N.E. and E.N.E. winds and fine weather to port. On 26th Sept. spoke German barque *Magellan*, bound North.

The British steamer *Pernambuco* reports: First two days moderate N.E. winds and fine weather, latter part of voyage strong monsoon with heavy rain squalls.

POST OFFICE NOTICES.

MAILS will close:—

For AMOY, TAMSUI, and TAIWAN.—Per *Albay*, at 1.30 p.m., on Tuesday, the 7th inst.

For HOIHOW (AND PAKHOL).—Per *Kiangchow*, at 5 p.m. To-morrow, the 7th inst.

For SAIGON.—Per *Olympia*, at 5 p.m. To-morrow, the 7th inst., instead of as previously notified.

For PORT ELIZABETH AND CAPE TOWN.—Per *Barque Hermann*, at 11.30 a.m., on Wednesday, the 8th inst. (8 cent rates).

For MANILA.—Per *Gravina*, at 4.40 p.m., on Wednesday, the 8th inst.

For HONOLULU via CANTON.—Per *Honolulu* at 5 p.m., on Wednesday, the 8th inst.

For PORT DARWIN, COOKTOWN, SYDNEY, MELBOURNE, &c.—Per *Menmuir*, at 11.30 a.m., on Thursday, the 9th October.

For BANGKOK.—Per *Rajamattimbar*, at 5 p.m., on Thursday, the 9th inst.

Quotations.

Hongkong, October 6.

OPIUM.—New Patna, cash... \$560

Old... cash... 580

New Benares, cash... 510

Old... cash... —

New Malwa, credit... 715 a 720

Allowance Teals... —

Old Malwa, credit... 750

Allowance Teals... —

Exchange.

Bank, Wire... 3/7

Demand... 3/8

30 days' sight... 3/8

4 months' sight... 3/8

Credits... 3/8

Documentary, 4 months' sight... 3/8

India, Wire... 220

demand... 221

Shanghai, demand... 72

30 days' sight... 73

Gold Leaf, 99 1/2 fine... 27.55

Sovereigns... 5.37

Shares.

Hongkong Bank, 66 1/2 prem., sales.

Union Ins. Society of Canton, \$1,325, buyers.

China Traders' Ins. Co., \$1,375, sellers.

North China Ins. Co., Tia. 1,125, buyers.

Yangtze Ins. Assoc., Tia. 725, buyers.

Chinese Insurance Co., \$30,0, sales.

H. K. Fire Ins. Co., \$785, firm.

China Fire Ins. Co., \$197 1/2 nominal.

H. K. & W. Dock Co., 15 1/2 prem.

H. K. & M. S. Boat Co., \$11 prem, sellers.

Shanghai Steam Navigation, Tia. 11

China Coast St. Nav. Co., Tia. 87

Hongkong Gas Co., \$70

Hongkong Hotel Co., \$65

China Sugar Refining Co., \$166

Chinese Imperial Loan of 1874, nominal.

Do. of 1877, do.

Temperature.

Taken at Messrs Palmer & Co's Premises.)

Queen's Road.)

Hongkong, October 6.

BAROMETER—9 A.M. ... 30.150

Do. 1 P.M. ... 30.100

Do. 4 P.M. ... 30.070

THERMOMETER—9 A.M. ... 83

Do. 1 P.M. ... 84

Do. 4 P.M. ... 84

Do. (Wet bulb) 9 A.M. ... 77

Do. Do. 1 P.M. ... 78

Do. Do. 4 P.M. ... 77

Do. Maximum ... 84

Do. Minimum over night ... 77

MEMOS. FOR TO-MORROW.

Shipping.

Goods per *Yangtze* undelivered after Noon, subject to rent and landing charges.

2 p.m.—*Albay* leaves for Amoy, &c.

Tenders Close.

Tenders for Repairs of *Gustav*, will be received on Board or Agents at 10 a.m.

Auction.

Noon.—General Weekly Sale by Mr G. R. Lammert, at his Sales Rooms.

Meeting.

4 p.m.—Meeting of Subscribers of the Hongkong Race Fund.

THE HONGKONG DISPENSARY.

Established A.D. 1841.

香港大藥房

A. S. WATSON & Co., FAMILY & DISPENSING CHEMISTS, WHOLESALE AND RETAIL DRUGGISTS, IMPORTERS

OF DRUGGISTS' Sundries, NURSERY REQUISITES, TOILET REQUISITES, ENGLISH, AMERICAN, AND FRENCH PATENT MEDICINES, MANUFACTURERS OF

Soda Water, Lemonade, Tonic Water, Gingerade, Potass Water, Sarsaparilla Water, and other Aerated Waters.

The Dispensary is under direct and continuous European Supervision.

Hongkong, June 1, 1876.

The publication of this issue commenced at 7.50 p.m.

THE CHINA MAIL.

HONGKONG, MONDAY, OCT. 6, 1879.

Now that Chief Justice Sir John Smale has given his views upon the subject of so-called domestic slavery, we are in a better position to consider the general bearings of the question. The lengthy judgment delivered this morning by His Lordship is of the gravest importance, and furnishes a fitting complement to the celebrated decision on the Kwok Aing case which proved eight years ago to be the death-knell of the Macao Coolie Traffic. This present ruling will doubtless shed lustre upon the man as well as upon the judicial officer, will tend to maintain the reputation of the higher judicial officers wherever Englishmen govern, and will be regarded as the appropriate closing act of a career of honest and faithful work on the Colonial Bench. So much of sincere sympathy can we express for the motives which have prompted Sir John Smale to throw in his weighty influence on the side of suffering humanity; and doubtless, the learned Judge's views are theoretically right, according to the abstract, general principles of English Common Law. In endeavouring, however, to point out one or two difficulties in the way of carrying out the law as indicated by Sir John Smale, as well as a few considerations which modify the enormity of the system attacked, it need not be supposed that we are in league with slave-owners or at enmity with personal freedom. As the judgment informs us, the Executive

anarchy, and the cholera has broken out in the Khyber Pass.

The Ghilzais and Mongols have attacked General Roberts on the Kushi road.

Mr. Palmer is appointed the new Resident at Slani.

A CORRESPONDENT of the *N. O. Daily News*, writing from Tientsin, on the 24th Sept., says:—

H.M.'s *Vigilant* has been unfortunate in breaking her rudder, we are told, and being compelled to return to Taku. The *Swinger* went down and brought Admiral Coote to Tientsin, which place she reached on the 22nd. The *Vigilant* seems to be too long a vessel for this crooked stream.

The Yokohama *Nichi-nichi Shinbun*, according to a translation in the *Japan Herald*, says our silver yen, being now at par with Mexican dollars, the Finance Department is going to send 800,000 yen to the Mitsu Bank, a similar amount to the First National Bank, 200,000 yen to the Second National Bank, and 500,000 yen to the Oriental Banking Corporation each, the total being 1,500,000 yen. The Department is also issuing yen notes to the amount of 6,000,000 yen.

SUPREME COURT.

IN CRIMINAL SESSIONS.

(Before His Lordship the Chief Justice, Sir John Smale.)

Monday, Oct. 6.

"SO-CALLED DOMESTIC SLAVERY."

SIR JOHN SMALE ON SLAVERY IN HONGKONG.—SLAVERY IN EVERY FORM DECLARED ILLEGAL.—ALL SLAVERY TO BE PUT DOWN BY THE PROPER OFFICERS.

Five prisoners were placed in the dock for sentence, having been severally convicted at these Sessions, of kidnapping a child, of detaining two children with intent to sell them, and of selling and purchasing a child for the purpose of prostitution.

The Chief Justice, on taking his seat this morning, said:—

On the Criminal Calendar for September, 1879 three cases now by adjournment come on for the Court to pass sentence on the prisoners convicted. Case No. 1, *R. v. Lee A Kau*, convicted on the 18th of September last of having (first count) feloniously and unlawfully and by fraudulent means enticed away one A Nyan, a child under the age of 14 years, to wit 8 years, with intent thereby to deprive one Au A Ho of the possession of such child on the 21st August, 1879, and (second count) having feloniously detained the same child in the same manner. Case No. 2, *R. v. Tang Sz Tau and U Ain*, convicted on the 23rd of September last on four counts of (1) having detained against his will a boy named Ho Po Sing with intent to sell him in this Colony on the 30th May, 1879, (2) fraudulently detaining same boy at same time with intent to sell him, (3) and (4) like charges as to a boy called Yung Sheng. Case No. 3, *R. v. Keung A To and Li A Kak*, convicted on the 20th September last, as to Keung A To, of having purchased a female child named Tin Heng for the purposes of prostitution in this Colony on the 4th March, 1879, as to Li A Kak of having sold the same child for the same purpose at the said time. Various causes have occasioned delay in passing sentence, of which I will only refer to one: the gravity of the fact that these and other cases have recently brought so prominently to the notice of the Court that two specific classes of slavery exist in this Colony to a very great extent, viz., so-called domestic slavery and slavery for the purposes of prostitution. The three cases now awaiting the sentence of the Court are specially provided for by ordinances of 1865 and 1872, prohibiting kidnapping and illegally detaining men, women, and children, and no difficulty ever arose in my mind as to the crimes of which these prisoners are severally convicted or as to the sentences due to such crimes, and there is no question as to crimes or punishment of cases where women are smuggled into brothels, some licensed and others unlicensed or otherwise dedicated to immoral purposes. But the enormous extent to which slavery in this Colony has grown up has called into existence a greatly increasing traffic, especially in women and children. The number of Chinamen in this Colony has increased and is increasing rapidly, whilst their great increase in wealth has fostered licentious habits, notably in buying women for purposes sanctioned neither by the laws nor customs on the mainland. I hold in my hand a placard in Chinese, torn down from the wall of the Central School, Gough Street Steps in this city. The translation appears at length in the *Hongkong Daily Press* of August 16th, 1879. The purport of that translation is shortly that the advertiser one Cheong "has a purchased slave girl named Tai Ho aged 13 years." After a full description of the girl a reward is offered in these terms:—"If there is either of the four quarters any worthy man who knows where she is gone to and will send a letter he will be rewarded with four full weight dollars, and the person detaining the slave will be rewarded with fifteen full weight dollars." These words are subsequently added, "This is firm and the words will not be eaten." I recently spoke in reprobation of slavery from this Bench, and in consequence of my remarks a gentleman who tore down this placard gave it to the Editor of the *Daily Press*, and in a letter in that paper he stated that such placards are common and that he had torn down a hundred such placards. Has Cuba or Peru ever exhibited more palpable, more public evidence of the existence of recognised slavery in the hotbeds of slavery than such placards as the one I now hold in my hand prove that slavery exists in this Colony? The notices have been posted in a most populous neighbourhood and have been in all probability read; they ought to have been, they must have been read by scores of our China Policemen. Important as this Colony is politically and commercially, it is but a spot in the ocean; its area is about half that of the county of Rutland; the circumference of this island is calculated at about 27 miles, whilst that of the Isle of Wight is about 56 miles. The cultivated land on this island may be to the barren waste about one half per cent., and there is no agrarian slavery here in any dot in the total absence of farms, and on this island in the ocean it is estimated that the slave population has reached 10,000 souls! I have become fully alive to the existence of so-called domestic slavery in this Colony at the Criminal Sessions in May last on the trial of two cases. In one case I sentenced two poor, miserable women for detaining a male

child aged 13 against provisions of Ordinance No. 4 of 1865, Sections 50 and 51, to imprisonment with hard labour for 18 months. It appeared that a respectable tradesman in Kowloon gave \$175 for the child and detained him until the friends came from Canton and claimed the child, and then as against the relatives he claimed a right to detain the child even against his relatives from whom he had been kidnapped. In the other case I sentenced a poor, miserable woman for having stolen a female child aged 9 years under Ordinance 4 of 1865, Section 51, to two years imprisonment with hard labour. It appeared that one Leung Atuk, the combine of a comprador in this colony, bought this child for \$33 and kept her shut up in a room, all the child, looking out of the window upstairs, saw her relatives, and she was got back only through the intervention of the police. In each of these cases the child kidnapped was bought by the man and the woman on a guarantee by the sellers, much after the fashion a guarantee given on the sale of a horse that it was not stolen, each indifferent as to how possession of the child had been obtained. In each of these cases I requested the prosecution of these human chattels, who had bought these children, whose money had occasioned goods stolen property without due or any inquiry to verify the patent lies of the vendors. I have reason to believe that H.E. the Governor was desirous that my request should, if proper, be complied with, but on reference to former cases I appeared that a former Attorney-General had found that the system had been almost if not altogether unchecked for many years past, and that in particular when His Excellency had desired to enforce the rights of a father to recover his child he was not disposed to enforce that right because the father had sold that child. On that precedent and on the other precedents, also mainly in reliance on two proclamations dated the 1st and 2nd of February, 1841, by which the free exercise of their religious rites, ceremonies, and social customs was promised to the Chinese (but this was temporary only) "pending Her Majesty's future pleasure" the Administrator of the Government in the absence of the Governor was advised not to prosecute these two persons. In one of the cases at these Sessions now before me, it was in evidence that Pao Chee Wan, a very respectable man in this colony, took the child three years ago in pledge for \$50 and she remained ever since the servant of Chan Atsoi, one of the few respectable first wives living in this colony, till she beat the child, who ran away and then was kidnapped. I took the responsibility to direct the Acting Attorney-General to prosecute this man and his wife. The responsibility rests on the Attorney-General, and on him alone, as the law officer of the Crown, to institute and prosecute proper proceedings. I understand that this Chinese gentleman and lady have left the Colony; their absence is to be regretted, as it prevents the trial of a test case not unfavourable to those who contend that domestic slavery as it exists in Hongkong is an institution which ought not to be put down. In this case I consider the service was really domestic, the wife being at his head. Time was when the coolie trade was said to be not illegal. Since the *Kwok Asing* case in 1871 no one has contended that it is legal. No one now claims for kidnappers the right to kidnap men, women, or children, or to buy them, or to detain them when bought with notice of the kidnapping for any purpose. No one now claims the right to purchase or detain females for immoral purposes. But it is said that what is called domestic slavery, as it exists in Hongkong, is mild, and it is said to be the opinion of a gentleman of great experience in Chinese that as it exists here it is not contrary to the Christian religion, and that it is as general a fashion for Chinese ladies in Hongkong to purchase one or more girls to attend on them as it is for English ladies to hire lady's maids, and that the custom is so general that it would be highly impolitic, if not impossible, to put down the system. It may be that slavery as it exists in the houses of the better classes in Hongkong is mild and that custom among the better classes renders servitude to them a boon as long as it lasts. It is, I believe, an admitted duty that when the young girl grows up and becomes marriageable she is married, but then it is the custom that the husband buys her, and her master receives the price always paid for a wife whilst he has received the girl's services for simple maintenance, so that, according to the marriageable excess in the price of the bride and the price he paid for the girl, he is a gainer and the purchase of the child produces a good return. But the picture has another aspect; what if the master is brutal or the mistress jealous—becomes of the poor girl? Certain recent cases show that she is sold to become a prostitute here or at Singapore or in California, a fate often worse than death to the girl, at a highly remunerating price to the brute, the master. It seems to me that all slavery—domestic, agrarian, or for immoral purposes comes within one and the same category. I proceed to answer the question, does the law of Hongkong tolerate slavery in any shape? I believe the whole question rests on the highest principles recognised by all European municipal law. I expressed the conclusion to which I had come in 1871. I extract the words in which I expressed that conclusion from the report of my judgment on the 25th Mar. 1871 in the *Kwok Asing* case, from the only book in which it is printed in an enduring form, the *American State Papers*. "The papers relating to the foreign relations of the United States transmitted to Congress with the Annual Message of the President; Washington, 1871." I then said:—

The views put forth in this Colony compel me to refer to what elsewhere are assumed as axioms. Christianity teaches us that God made man in his own image and breathed into him the breath of life—eternal life. It does so happen that this Christianity is the law of England, of this Colony, and modern European philosophy in its own refined language teaches much the same doctrine of man's equality with man, only (as it assumes) on a rather more subtle hypothesis. Well content as I am and as Judge must be with the law of the land, I must answer the question, Is it possible that such a being as man can be responsible in law as Sir R. Phillimore, I. Phillimore, International Law, Vol. 1, p. 816, has said in a passage I read with the most respectful concurrence too long for full quotation,—"Of this great truth its sound has at last gone out into all lands and its voice unto the ends of the world." A man can no more, as I infer from the same high authority, by contract be authorized to take the liberty than to take the life of another. The proposition long ago enunciated by Locke (who was in almost entirety of one mind with me), a proposition now universally accepted

in morals, appears to me to flow from the first principle of English law as they have been developed at the present time. "French law is the same as English law as to the right to personal liberty." *En France quiconque a mis le pied dans ce royaume est gâté de la liberté*, is it not?

It is unnecessary for me to trace how it became the Common Law of England that whoever breathes the air of England cannot be a slave. I must however go back to 1771, when Granville Sharpe brought the question before the Court of Queen's Bench. In *Somerset's* case, Lord Mansfield said that there were 14,000 or 15,000 negroes claimed as slaves then residing in England, valued at £700,000 at that date. The *de facto* existence of slavery in England at that date was somewhat similar to the *de facto* state of slavery here as to the number of slaves and alleged hardship to slave-holders. He saw the difficulties, the disorganization, the ruin which must follow his decision, but he said *justitia ruat cælum*; and the Court unanimously decided that, notwithstanding the promises which had been given to the Jamaica Planters by former Governments, that they might bring their slaves to England and take them back to Jamaica, relying on which they had brought their slaves to England, that they could not be taken back, that they were free. The golden words of Lord Mansfield were these,—"The state of slavery is of such a nature that it is incapable of being introduced on any reasons moral or political but only by positive Law. . . . It is so odious that nothing can be suffered to support it, but positive Law." This is the language more than a century since uttered by no soft-hearted humanitarian, but by the Conservative Tory, the greatest Chief Justice of England, whose fame Junius assailed and whose library the mob burnt at a time when the slave trade flourished and slaves in the colonies were bought and sold in England. I quote from 20 State Trials, p. 82. Resting on that decision and relying on many other grounds I am clearly of opinion that slavery, however mild, however much consented to by the slave himself or his parents, or for however limited a period, is contrary to, that it is prohibited by the Common Law of England. In the Colonies slavery never existed except under positive enactment authorising it. Has it ever been tolerated in Hongkong? I emphatically answer, Never. The two proclamations of 1841, I have already referred to, are governed by the words "pending Her Majesty's future pleasure" in the 2nd of the two forming one proclamation. Her Majesty was pleased to constitute this as a Crown Colony with a Legislative Council, and with these proclamations present to their minds the first Ordinance of the Legislative Council No. 1 of 1844 was an ordinance to define the law relating to slavery in Hongkong. Well, it was a clumsy piece of legislation. It was passed on February 28th, 1844, and it was disallowed by the Queen, of which notice was published in the Colony on the 24th of January 1845, probably as soon as it was possible in those days, and on the same day a proclamation was issued in these words:—

Whereas the Acts of the British Parliament for the abolition of the slave trade and for the Abolition of Slavery extend by their own proper force and authority to Hongkong, this is to apprise all persons of the same and to give notice that these Acts will be enforced by all Her Majesty's Officers, Civil and Military, within this Colony.

What becomes of the argument in favour of slavery in any form founded on the proclamations read with this proclamation? I ask a further question, have all Her Majesty's Officers Civil and Military enforced these Acts within this Colony? I think they have not; I confess that I have not. Our excuse has been in the difficulty in enforcing these Acts, but mainly in our ignorance of the extent of the evil. What is our duty now that we know that slavery in its worst as in its best form exists in this dot in the ocean to the extent of say 10,000 slaves—a number probably unexceeded within the same space at any time under the British Crown, and so far as I believe, the only spot where British Law prevails in which slavery in any form exists at the present time? But can Chinese slavery as it *de facto* exists in Hongkong be considered a Chinese custom which can be brought within the intent and meaning of either of the Proclamations of 1841 so as to be sanctioned by the proclamations? I assert that it cannot. I say this, as at present advised, in the absence of argument. A custom is "such a usage as by common consent and uniform practice has become the law." In 1841 there could have been no custom of slavery in Hongkong as now set up, for save a few fishermen and cottagers the island was uninhabited, and between 1841 and 1844, the date of the Ordinance expressly prohibiting slavery, there was no time for such a custom to have grown up. Slavery in every form having been by express law prohibited by the Royal Proclamation of the Queen in 1845, no custom contrary to that law could, after that date, grow up, because the thing was by express law illegal. I go further, and I find that the penal Law of China, whilst it facilitates the adoption of children into a family to keep up its succession, prohibits by Section 78 the receiving into his house by any one of a person of a different surname, declaring him guilty of "confounding family distinctions," and punishing him with sixty blows (the idea of sale seems unknown to Chinese law), his son is to be subject to the same punishment. Again Section 79 enacts that whoever shall receive and detain the strayed or lost child of a respectable person and instead of taking it before the Magistrate sell such child as a slave shall be punished with 100 blows and 3 years' banishment. Whoever shall sell such child for marriage or adoption into any family as a son or grandson, shall be punished with 90 blows and banishment for two years and a half. Whoever shall dispose of a strayed or lost slave shall suffer the punishment provided by the law reduced one degree. If any person shall receive and detain a fugitive child and instead of taking it before the Magistrate sell such child for a slave he shall be punished with 90 blows and banishment for two years and a half. Whoever shall sell any such fugitive child for marriage or adoption shall suffer the punishment of 80 blows and 2 years' banishment; in each of the above-mentioned cases the punishment shall be less by one degree if the fugitive should be found to be a slave. All fugitives so disposed of shall suffer punishment one degree less than that inflicted on the seller, except when the previous offence of the fugitive shall have been the greatest, in which case the severer of the two punishments to which he is liable shall be inflicted. Whoever shall detain for his own use as a slave, wife or child, any such lost, strayed or fugitive child or slave

shall be equally liable to be punished as above mentioned, but if only guilty of detaining the same for a short time the punishment shall not exceed 60 blows. When the purchaser or the negotiator of the purchase shall be aware of the unlawfulness of the transaction he shall suffer punishment one degree less than that inflicted on the seller and the amount of the pecuniary consideration shall be forfeited to government, but when he or they are found to have been unacquainted therewith they shall not be liable to punishment and the money shall be restored to the party from whom it had been received. After reading these extracts from the Penal Code of China, an old Code revised from time to time, (I quote from the last revision made in 1875 and published in 1877) I cannot see how it can be maintained that any form of slavery was ever tolerated by law in Hongkong as it *de facto* exists here, or how the words of the two proclamations of 1841 could be said to bear the colour of tolerating slavery under the English Flag in Hongkong. It is to me clear that the Queen's Proclamation of 1845, which I have already quoted at full, declared slavery absolutely illegal here.

In conclusion I affirm that to sell or to buy or to hold or detain a man or woman or a child as a slave or as property is absolutely prohibited by the Law of England, which law is imported into and forms the substance of the Law of Hongkong by virtue of Ordinances 6 of 1845 and 12 of 1873. I hold it to be contrary to the public morals which form a part of that law, and that it ought to be put down. As at present advised I believe that the law as it exists is strong enough and that its arm is long enough to reach all illegal acts contrary and offensive to public morality or public decency.

The Attorney-General on a former occasion thought fit to press the Court to instruct him how to frame his information in a case which the Court had directed to be prosecuted. The Supreme Court has habitually directed prosecutions in cases in which from what appears in Court it seems to the Judge proper that a special matter should be judicially investigated; this has been very frequently done in cases of perjury, but the Court stops there; the responsibility of proceeding or not proceeding with every case is by law imposed on the public prosecutor.

If the Judge directed the frame of the information he would have prejudged the case; after framing the prosecution he would be in a sort bound to uphold the information so framed by him, whether right or wrong; he would be at once prosecutor and judge.

I add that it is not the duty of the Executive to direct the public prosecutor what he is to do because the law casts the whole responsibility on the public prosecutor himself. I may however say that it is a general proposition that whatever is prohibited by the common law or by express enactment for which no other remedy is provided may be treated as and is a misdemeanor if contrary to public policy or morals. Until it shall be tried and decided whether any particular breach of such prohibition is a misdemeanor it cannot be said to be beyond the reach of the law. If and when any particular breach of the rules of the common law be determined by the verdict of a jury or by judicial decision to be beyond the reach of punishment, but not till then, it may become the duty of the public prosecutor to abstain from prosecuting for it and to ask the Executive to consider whether it will be right or proper to provide a remedy for the specific breach of the rules of the common law which the law as it stands shall have been shown not to reach. I feel that in what I have said I have but affirmed truisms supported by arguments necessarily long and prolix in the estimation of every man in England. What I have said has been said to meet arguments, doubts, and difficulties which have paralysed public opinion and public action here, which arguments, doubts, and difficulties are the less easy to combat because they have been rather hinted at than avowed. What I have intended to affirm I may briefly state thus:—1. That in England, by the Common Law, slavery in every form has always been and is prohibited, that no one can acquire any right over the person of another, that no man can sell his own person into slavery, that a parent has no saleable property in his child; moreover, that every such sale is *voidum factum* absolutely void, that money paid on any such sale cannot be recovered back; but that the man bought must be restored to liberty, and the child must be restored to his parent, as if no money had been paid, and that the crime in buyer and seller must be punished. 2.—That slavery has never been introduced into any British Colony except by positive law, so said Lord Mansfield. 3.—That all slavery was abolished throughout the British Colonies in 1833, when England nobly made a present of £20,000,000 as a boon to the slaveholders. 4.—That Hongkong became a British Colony not until 1841, and then slavery had been absolutely prohibited by force of both the common and the statute law then existing. 5.—That by the proclamation of the 24th of January, 1845, the Queen promised and undertook that the English laws against slavery will be enforced by all Her Majesty's Officers, Civil and Military, within this Colony. 6.—That the obligation to enforce these laws is, therefore, absolutely imposed by the Queen on every Civil and Military officer here as if the obligation had been especially written at length in his commission or warrant of office. 7.—That these laws not having been enforced each officer has failed in his duty to the Queen, and that the only excuse that any one of us can urge for such failure in duty is ignorance of the existence of the extent of slavery here. 7.—That it being now patent that there is now a very great number of slaves (say now 10,000; the number has been estimated at over 20,000) of slaves in this Colony, ignorance can no longer be our excuse, but that all officers of the Queen in this Colony, each in his department and to the best of his ability, must henceforth effectually enforce these laws or fail in the duty imposed on him by the Queen. Of this I feel assured, by his previous acts, that H.E. the Governor will actively promote all such proceedings as will tend to enforce the laws against slavery here, so that this Colony may become as free from that taint as any other Colony under the British Crown by enforcing laws already in existence and, if necessary, by passing laws, however stringent, that shall free this Colony effectually from all slavery.

THE LASCAR ROW TRAGEDY.

Usop, who, charged with murder, when arraigned pleaded guilty to manslaughter, his plea being accepted by the Crown, was now brought up for sentence. This is the charge arising out of a quarrel between two seafaring men, (I called a Malay, prisoner in Java) in Lascar Row, concerning a woman, who was used and the Malay came by his death.

Mr. Haylar, who appeared for the prisoner, now brief, addressed the Court on his behalf. The prisoner was originally indicted for murder; he pleaded guilty to manslaughter and that plea was accepted by the Attorney-General. His Lordship, with the depositions before him, expressed himself satisfied with that as stating the circumstances of the case. The case was one entirely of hot blood; here could be no doubt about it. The man who was killed, was, according to the evidence of the first witness, her husband; she had, she said, been married to him about a year. The prisoner gave a different account of the relationship between the parties. He would not, however, go into this matter of the difference between the two statements, because whatever relations subsisted between the woman and these two men he did not think it would very much affect this case. It was perfectly clear that this fighting took place. The prisoner had picked up the child which was crying and had taken it into the room to lay it on the bed. Then the husband came in, a Malay, naturally very hot-blooded. The two men had words and two wounds, slight wounds, were inflicted upon the prisoner by the husband; these were sufficient to cause him very great anger. He found a knife in the bed—according to his own statement, and there was no denial of its truth—and two or three rapid cuts appeared to have been given. This man appeared to have proved the stronger, and the husband died of his wounds. Now, the law was very tender to hot blood, particularly in these races.

His Lordship: Can I give any more weight to the hot blood of a Malay than to that of an Englishman?

Mr. Haylar: These people are subject to paroxysms which are rarely met with in Englishmen.

Mr. Haylar said he had laid these facts before his Lordship to prove there was no malice aforethought. The knife produced was not such an one as the prisoner could have been carrying; it was a table knife such as might be lying about.

His Lordship said the Court was really under obligations to the learned counsel or the way in which he had defended the prisoner; the best way in which he could have defended him was, as he had done, to plead guilty of manslaughter. Looking dispassionately at the whole case, he found that perhaps there was not much blame to attach to any one. He found the prisoner taking the child from the nurse because it was crying in the sitting room going in to the bedroom and laying the child on the bed. Then the husband came in; it is his first visit after a voyage. He finds his child in this man's hands and this man himself in his bed-room. They don't give themselves time to reason folly. The husband naturally, with or without reason, is very angry; high word arise, and the probability is the husband struck the first blow. The blow struck seems to have been caused by the back of a knife, and beyond all question the husband was at the time armed, and when he was first seen by an stranger had that knife in his hand. The other knife which the prisoner used was manifestly such a knife as he would not carry with him but had picked up, being at hand. But still his business was to have fled, not to have retaliated, not to have used a deadly weapon. Suddenly he lost

THE CASES OF KIDNAPPING, DETAINING AND SELLING CHILDREN.—FIVE PRISONERS SENTENCED.

The prisoner in the first case (Lee Akau) enticed and detaining a child of eight years with intent to deprive the lawful guardian of the possession of the same, called upon to state whether he had any thing to say why sentence should not be passed on him, said:—I did not kidnap the

child. The child belonged to my mother-in-law.

His Lordship: But did you not take it away without your mother-in-law's leave?

Prisoner: The child followed me to the steamer.

His Lordship: And you enticed it to do so. You have not said anything in mitigation. You have only said those things which show that your heart now is as hard as when you took that child. The sentence on you is that you be imprisoned for two years with hard labour, and kept in solitary confinement for a period of fourteen days every three months.

The second case, No. 6 on the calendar, in which Tang Sz Tau and U Ain were convicted of detaining by fraud and against their will two boys aged 5 and 11 years, was then called.

The first prisoner said:—The child was presented to me to make it my own child.

His Lordship: That is no defence, and besides there is not a particle of evidence of that. The child does not speak your language and has manifestly been brought from a very great distance.

The second prisoner said:—I had nothing to do with it. I only took the child to apprentice him to be a barber. Nobody saw me doing anything but hawking.

His Lordship: You were seen in possession of the child. (Addressing the first prisoner):—Your case is one of the worst I have known. You have brought this child from a very great distance, as is shown by the fact that the boy cannot speak any language known here. In this case there are two children detained. On the first and third counts you are sentenced to be kept in penal servitude for three years on each, contemporaneously. On each of the other counts you will be imprisoned for a year, contemporaneously.

His Lordship, addressing the second prisoner, said:—The sentence of the Court on you is that you be imprisoned for eighteen calendar months and kept at hard labour. The case against you is very much lighter than that against the first prisoner; and although there is nothing in your excuse, your possession of the child is a very different possession from that of the first prisoner.

The third case, in which Keung Ato and Li Akak were charged, the former with purchasing, the latter with selling a female child for the purposes of prostitution, was then dealt with.

Addressing the first prisoner, his Lordship said:—You have been found guilty of having purchased this child for the purposes of prostitution. The sentence on you is that you be imprisoned and kept at hard labour for eighteen calendar months. Now, Li Akak, the sentence of the Court is that you be imprisoned and kept at hard labour for eighteen calendar months.

The second prisoner said: I presented the child to the first prisoner to be adopted as his own child.

His Lordship: Yes, that is a very easy way out of it, but "adoption" doesn't do.

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His Lordship: That is going a great deal further.

Mr. Haylar: That seems to me to be the course in England; I think I have seen it in another case.

His Lordship said he was much obliged to Mr. Haylar for bringing the point to his notice; but he was sure Mr. Haylar must often have seen cases in which directions for prosecution had been given by the Judge, more often perhaps than he had himself.

Mr. Haylar: Constantly for perjury, but not for other offences.

His Lordship: Suppose it was a misdemeanor, then a warrant would not be issued; it would be a summons. However, I am satisfied direction to prosecute is constantly being made in England.

Mr. Haylar said he had simply seen the case he referred to, and brought it to his Lordship's notice.

Insurances.

CHINESE INSURANCE COMPANY
(LIMITED.)
—
NOTICE.
—

POLICIES granted at current rates for Marine Risks to all parts of the World. In accordance with the Company's Articles of Association, Two Thirds of the Profits are distributed annually to Contributors whether Shareholders or not, in proportion to the net amount of Premium contributed by each, the remaining third being carried to Reserve Fund.

J. BRADLEE SMITH,
Secretary.
Hongkong, December 9 1878

**NORTH BRITISH & MERCANTILE
INSURANCE COMPANY.**
*Incorporated by Royal Charter and
Sanctioned by Act of Parliament.*

ESTABLISHED 1809.
CAPITAL £2,000,000.

THE Undersigned, AGENTS at Hongkong for the above Company, are prepared to grant Policies against FIRE, to the extent of £10,000 on any Building, on Merchandise in the same, at the usual Rates, subject to a discount of per cent.

GILMAN & Co.,
Agents,
Hongkong, July 4, 1875.

ROYAL INSURANCE COMPANY.
THE Undersigned, Agents for the above
 Company, are prepared to grant insur-
 ances at current rates.
MELCHERS & Co.,

Agents, Royal Insurance Company
Hongkong, October 27, 1874.

**QUEEN FIRE INSURANCE
COMPANY.**

THE Undersigned are prepared to grant Policies against Fire to the extent of \$45,000 on Buildings, or on Goods stored therein, at current local rates, subject to Discount of 20% on the Premium.

NORTON & Co.,

Hongkong, January 1, 1874.

THE CHINA FIRE INSURANCE
COMPANY, LIMITED.

HEAD OFFICE—HONGKONG.

AGENCIES at all the Treaty Ports
China and Japan, and at Singapore,
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Risks accepted, and Policies of Insurance
granted at the rates of Premium current
the above mentioned Ports.

NO CHARGE FOR POLICY FEES.

JAS. B. COUGHTRY
Secretary.

Hongkong, November 1, 1871.

THE LONDON ASSURANCE
INCORPORATED BY ROYAL CHARTER
of
His Majesty King George The First
A. D. 1720.

THE Undersigned having been appointed
Agents for the above Corporation
prepared to grant Insurances as follows
Marine Department.

Policies at current rates payable either
here, in London or at the principal Ports
of India, China and Australasia.

Fire Department.

Policies issued for long or short current
current rates. A discount of 20 % allowed
Life Department.

Policies issued for sums not exceeding
£5,000 at reduced rates.

HOLLIDAY, WISE & CO
Hongkong, July 25, 1872.

MANCHESTER FIRE ASSURANCE
COMPANY OF
MANCHESTER AND LONDON.

ESTABLISHED 1824.

Capital of the Company £1,000,000 Sterling
of which is paid up £ 100,000
Reserve Fund upwards of £ 120,000
Annual Income £ 250,000

THE Undersigned have been appointed
Agents for the above Company
Hongkong, Canton, Foochow, Shanghai
and Hankow, and are prepared to grant
Insurances at current rates.

HOLLIDAY, WISE & CO

Hongkong, October 15, 1868.

COMPANY.
(FIRE AND LIFE.)
CAPITAL,—Two MILLIONS STERLING

THE Undersigned are prepared to grant Policies against the Risk of FIRE in Buildings or on Goods stored therein.

Proposals for Life Assurances will be

for their decision.
If required, protection will be granted
first class Lives up to £1000 on a Single
life.
For Rates of Premiums, Terms of
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ARNHOLD, KARBERG & Co.
Agents, Hongkong & Canton.
Hongkong, January 4, 1907.

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